

2655

A G R E E M E N T
BETWEEN
THE TOWNSHIP OF EVESHAM
AND
TEAMSTERS LOCAL UNION NO. 676
(CLERICAL PERSONNEL)
1996-1999

DATED: October 15, 1996

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ARTICLE I

PURPOSE, SCOPE AND TERM OF AGREEMENT

SECTION 1 - GENERAL PURPOSE:

This Agreement is entered into in order to promote harmonious relations between the Township and the Union in the best interests of the residents of Evesham Township. It shall be the mutual objective of the Union and the Township to provide for the uninterrupted public services to the general public. The Union agrees that during the term of this Agreement, neither the Union, nor anyone acting on its behalf, will cause, authorize, support or take part in any strike, work stoppage, slowdown, walk-out, or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The Union will actively discourage any strike, work stoppage, slowdown, walk-out, or other job action against the Township.

SECTION 2 - SCOPE OF AGREEMENT:

This Agreement applies to the bargaining unit known as Clerical Employees. It is intended to cover all full-time clerical personnel paid on an hourly basis.

A. The positions covered by this Agreement are:

Accounting Assistant, Accounting Clerk, Administrative Clerk, Administrative Secretary, Assessing Clerk, Clerical Assistant, Clerk-Typist, Deputy Court Administrator, Payroll and Benefit Administrator, Permit Coordinator, Principal Assessing Clerk, Secretary, Senior Assessing Clerk, Violations Clerk.

B. It is hereby agreed that should any existing title covered by this Agreement change, said changed title will continue to be covered by this Agreement with the exception of any position that may be identified as supervisory in nature.

SECTION 3 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 1996, to December 31, 1999 inclusive or until it is supplanted by a subsequent agreement unless otherwise specified.

ARTICLE II

RECOGNITION OF UNION RIGHTS

SECTION 4 - RECOGNITION OF LOCAL 676:

The Township hereby recognizes and acknowledges that Teamsters Local 676 is the exclusive collective bargaining representative of the employees in the classifications covered by this Agreement.

SECTION 5 - WORK PERFORMED BY COVERED EMPLOYEES ONLY:

It is not the intention of the Employer to deny work to any employees by assigning work to a supervisor. However, it is understood and agreed that supervisors are specifically permitted to work in cases of emergencies, temporary heavy work loads or when there is a shortage of qualified help due to the absence of illness of a regular employee.

SECTION 6 - STATUS OF SHOP STEWARD:

A. The Township recognizes the right of the Union to designate a Shop Steward and alternate from the Township's Seniority List. The authority of the Shop Steward and alternate shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Township or the Township's designated representative in accordance with the provisions of the Collective Bargaining Agreement.

2. The collection of dues when authorized by the Union.

3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing or are of a routine nature and does not involve work stoppage, slowdowns or any other interference with the Township's business.

B. Shop Stewards and alternates have no authority to take strike action or any other action which interrupts the Township's business. The Township recognizes these limitations upon the authority of the Shop Stewards and alternates and shall not hold the Union liable for any of the said unauthorized acts. Nothing contained herein shall insulate the Union from the authorized acts of its officers, agents or employees (including Shop Stewards and alternates). The Township in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward or alternata has taken strike action, slowdowns or work stoppage in violation of this Agreement.

C. Upon adoption, all ordinances and resolutions amending or changing personnel policies affecting employees represented by this Agreement shall be forwarded to the Shop Steward.

SECTION 7 - SENIORITY OF THE SHOP STEWARD:

The Shop Steward shall be granted seniority in his job classification with regard to layoffs and rehiring. Under no circumstances shall the Township discriminate against a Shop Steward because of his activities as such.

SECTION 8 - LIMITATION OF SHOP STEWARD AUTHORITY:

The Shop Steward or alternata shall not give orders to employees nor countermand orders or supervisory personnel.

SECTION 9 - DUES CHECKOFF AND INDEMNIFICATION:

A. Upon receipt of proper written authorization from an employee, the Township shall deduct Union dues, on a pro-rata basis and shall remit the monies collected to the Union not later than the 15th day of each month. The Union agrees to indemnify and hold harmless the Township from any cases of action, claims, loss or damages incurred as a result of this clause.

B. All deductions under this Section shall be subject to revocation under the provisions of General Municipal Law, as amended, by the employees who executed such assignments, upon giving written notice to that effect. Such notice shall be given to the Township Manager. The Township shall thereafter cease withholding any monies whatsoever under such checkoff authorization.

C. Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. The Township or any of its officers and employees shall not be liable for any delay in carrying out such deduction, and upon forwarding a check in payment of such deductions by mail to the assignee's last known addressee, the Township and its officers and employees shall be released from all liability to the employee-assignor and to the assignees under such assignments.

D. The Union agrees that there shall be no discrimination, intimidation, restraint and coercion by it or its officers, agents or members against any employee who refuses to or fails to execute an authorization to deduct dues; or join the Union.

E. Agency Shop - It is understood and agreed that upon the signing of this Agreement, provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer-Employee Relations Act" (P.L. 1941, C. 100, C. 34" 13A 13 et. seq.) shall take effect. Those employees that are in the bargaining unit on the effective date of this Agreement who do not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of

employment, pay a representation fee to the Union by automatic payroll deduction.

The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments, as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in the provisions by a successor agreement between the Union and the Employer. The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken by the Employer in conformance with this provision.

SECTION 10 - UNION ACCESS TO PREMISES:

A duly authorized representative of the Union shall be admitted to the premises during normal working hours for the purpose of assisting in the adjustment of grievances, investigation of working conditions and for investigation of complaints that the contract is being breached. Such visits shall not be permitted to interfere with normal business.

SECTION 11 - MISCELLANEOUS UNION RIGHTS:

A. Bulletin Board - The Union shall have the use of a bulletin board on the Township's premises for the posting of notices relating to the Union meetings and official business only. No other notices shall be posted until it has been submitted to and approved by the Township Manager or his designee. Such approval shall not be unreasonably withheld.

B. Blacklisting Prohibited - The Township shall not establish or create a so called "blacklist", nor in any way become a party to the establishing of such a "blacklist" that may have for its purpose the prevention of any member of the Union obtaining employment with the Township or another employer.

ARTICLE III

RECOGNITION OF MANAGEMENT RIGHTS

SECTION 12 - TOWNSHIP MANAGEMENT RIGHTS:

It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Township. Accordingly, the Township retains the right, including but not limited, to:

1. Select and direct the working forces, including the right to hire, suspend, discharge or otherwise discipline for just cause;

2. Assign, promote, demote or transfer;

3. Determine the amount of overtime to be worked;

4. Relieve employees from duty due to lack of work or for other legitimate reasons;

5. Decide the number and locations of its facilities, stations and work sites;

6. Determine the work to be performed within the unit, the amount of supervision necessary and the desirable methods and schedules of work;

7. The selection, procurement, design and control of equipment and materials;

8. The purchase of or contracting for the services of others; and

9. Except as they be otherwise specifically limited in this Agreement, to make reasonable and binding rules which shall not be inconsistent with this Agreement.

SECTION 13 - TOWNSHIP RULE MAKING:

The Township may establish such rules as it deems necessary or desirable provided that such rules are not in conflict with the terms of this Agreement. Such rules shall be in writing and a copy of such action shall be sent promptly to the Union.

ARTICLE IV

SALARIES, WAGES AND OTHER COMPENSATIONS

SECTION 14 - SALARIES AND WAGES:

1996 - It is understood and agreed that each employee covered by this Agreement shall receive a 3% wage increase retroactive to January 1, 1996.

1997 - Any person employed by the Township on January 1, 1997 who is covered by this Agreement shall receive a 4% wage increase over the wages paid to such person on December 31, 1996.

1998 - Any person employed by the Township on January 1, 1998 who is covered by this Agreement shall receive a 4% wage increase over the wages paid to such person on December 31, 1997.

1999 - For covered employees who are employed on January 1, 1999 a 4% wage increase over the wages paid to such a person on December 31, 1998 shall be paid, effective January 1, 1999.

SECTION 15 - PERFORMANCE EVALUATION SYSTEM:

The purpose of the Annual Performance Evaluation System is to increase communication between Supervisors and their employees; to clarify work objectives and expectations; to provide a potential basis for promotions, salary adjustments and other personnel actions; to encourage employee development and to improve organizational productivity.

A formal written evaluation will be conducted on each employee's job performance by their respective supervisor at the end of each year on a format provided by the Township Manager. Performance Evaluations shall be ultimately approved by the Township Manager.

SECTION 16 - EMERGENCY CALL-IN:

Whenever an employee is called into work at a time for which work is not regularly scheduled or is required to return to work unexpectedly after the employee has left from his/her regularly scheduled day's work (excludes scheduled returns), the employees shall receive no less than two (2) hours at his/her current rate of pay except if called in early within two (2) hours of scheduled starting time.

SECTION 17 - WORK IN HIGHER CLASSIFICATION:

Employees who work in a higher paid classification than their own shall receive no less than the minimum wages applicable to such higher paid classification if such work was first authorized by a supervisor, Department Head or upper management and was for a continuous period of seven (7) hours or more.

ARTICLE V

WORK WEEK, PAY PERIODS AND OVERTIME

SECTION 18 - WORK WEEK:

The work week shall consist of eight (8) hours per day, forty (40) hours per week, Monday through Friday. Each employee shall be entitled to a one (1) hour per day lunch period without pay. The paid work week shall consist of seven (7) hours per day, thirty five (35) hours per week, Monday through Friday. Pay periods shall be either weekly or bi-weekly at the Township's discretion. The pay periods and hours of employment worked by each employee remains a management prerogative and these will not be changed by the Township without first discussing such change with the Union.

SECTION 19 - PAY PERIODS:

All salaries, wages or cost of living increases shall be payable in full on a weekly basis. Only one week's pay may be held by the Township.

SECTION 20 - PAY DAYS:

When the regular pay day occurs on a holiday, the Township shall pay the employees on the regular work day immediately preceding the holiday.

With each paycheck, employees shall be provided with a statement of gross earnings and an itemized statement of all deductions made.

SECTION 21 - OVERTIME:

Overtime pay equal to one and one-half (1 1/2) the regular hourly wages paid to each clerical worker shall be paid for any hours worked by such an employee over the thirty-five (35) hour paid week.

Any employee who works on a holiday shall receive double time pay equal to the regular holiday pay plus straight time.

ARTICLE VI

HEALTH AND INSURANCE BENEFITS

SECTION 22 - EXISTING HEALTH AND DISABILITY BENEFITS:

During the term of this contract, the Township shall continue to provide health insurance benefits, prescription plan (three dollar deductible - effective January 1, 1994), dental plan and disability income protection benefits to covered employees to the same extent such benefits were provided to employees covered by this Agreement on December 31, 1992. The Township preserves the right to change the insurance carriers as long as substantially similar benefits are provided.

SECTION 23 - VISION PLAN:

The Township shall continue to provide a vision plan which shall cover the employee and dependents (spouse and children under the age of nineteen (19) years old). The plan will reimburse charges for eye examination, one pair of prescription lenses and one set of frames in each twenty-four (24) consecutive month period when prescribed by a physician or optometrist according to the following schedule:

	<u>MAXIMUM AMOUNT</u>
EXAMINATION.....	\$35.00
*LENSES (PAIR)	
SINGLE VISION.....	35.00
BI-FOCAL.....	55.00
TRI-FOCAL.....	70.00
LENTICULAR.....	90.00
FRAMES.....	40.00

*(The amount for a single lens is 50% of the amount shown for a pair of lenses).

The Vision Plan will pay reasonable charges for the covered services and supplies up to the maximum shown in the preceding schedule with the following exclusions:

1. Lenses that can be obtained without a prescription.
2. Orthoptics, vision training, or subnormal vision aids.
3. Lenses prescribed for which the insured may be reimbursed under any plan such as workmen's compensation, liability law or other health benefits coverage.
4. Services and supplies not listed in the schedule.

The Vision Plan will reimburse all eligible individuals within a reasonable period after submission of a claim form and receipt of payment for services provided.

SECTION 24 - LIFE INSURANCE BENEFITS:

The Township shall continue to provide a program of life insurance in favor of all covered employees. Such life insurance shall have a death benefit payable to the designated beneficiary of the employee in the amount of twelve thousand dollars (\$12,000).

ARTICLE VII

VACATIONS, HOLIDAYS AND OTHER LEAVE

SECTION 25 - VACATIONS:

A. Employees covered by this Agreement shall who were hired after October 27, 1993 shall be entitled to vacation leave with pay according to the following schedule (earned on a monthly basis):

1. Employees with 0-5 years of service shall earn seventy (70) hours vacation per year (10 days).

2. Beginning the 6th year to the end of the 10th year, employees shall receive one hundred & five (105) hours vacation per year (15 days).

3. Beginning the 11th year until the end of the 19th year, employees shall receive one hundred forty (140) hours vacation per year (20 days).

4. Beginning the 20th year and for each year thereafter, employees shall receive one hundred seventy-five (175) hours vacation per year (25 days).

B. Any employee covered by this Agreement and hired prior to October 27, 1993 shall be entitled to the following:

1. Employees with 0-5 years of service shall earn 8.75 hours vacation for each month of service (15 days).

2. Beginning the 6th year to the end of the 10th year, employees shall receive 10.50 hrs./month (18 days).

3. Beginning the 11th year to the end of the 14th year, employees shall receive 11.67 hrs./month (20 days).

4. Beginning the 15th year and each year thereafter, employees shall receive 14.59 hrs./month (25 days).

C. Vacations shall be scheduled by the respective Supervisor and Department Head giving preference to employees choice according to seniority where consistent with fairness and continued efficiency. Vacation leave may not be used during probationary period unless authorized by the Township Manager.

D. An employee may carry over no more than all or a part of his/her vacation leave accumulated during one (1) calendar year for use in the next succeeding calendar year.

E. Any employee of the Township covered by this Agreement who is entitled to vacation leave at the time of retirement or separation in good-standing shall receive payment for the earned vacation which has not been taken. Since vacation is accrued on a current-year basis, vacation days are pro-rated for the year when the employee leaves the employment of the Township. In the event an employee is entitled to vacation leave at the time of his/her death, the spouse or estate of the employee shall receive the earned vacation pay.

SECTION 26 - HOLIDAYS:

A. There shall be thirteen (13) paid holidays for employees covered by this Agreement. They are as follows:

- New Year's Day
- President's Day
- Good Friday
- Easter Monday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day
- The Day After Christmas Day

B. Floating Holidays:

It is agreed that General Election Day, previously observed as a holiday, shall become a floating holiday. Each employee affected by this Agreement will be credited with one (1) day as a floating holiday in return for General Election Day.

The floating holiday will be scheduled and utilized in the same manner as vacation and personal days.

The floating holiday must be used during the year it is accrued and is not cumulative from year to year.

When an employee terminates employment prior to General Election Day, there shall be no compensation for that day.

SECTION 27 - PERSONAL DAYS:

The Township will provide the following schedule of Personal Days:

- | | |
|--|----------|
| During first (1st) year of employment | - 1 day |
| During second (2nd) year of employment | - 2 days |
| During third (3rd) year of employment | |
| and each year thereafter | - 3 days |

Employees shall request personal days in writing in accordance with the personnel policies established by the Township Manager. Personal days do not accrue from year to year nor are they payable upon separation. Otherwise, when the employee leaves the employment of the Township in good standing, personal days are pro-rated for the year. Personal leave may not be used during probationary period.

regularly scheduled work day and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence or to any day for which an employee has received full pay from the employer.

I. In case of sick leave due to exposure to a contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may return to work without endangering the health of co-workers.

J. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing normal duties or that his/her return will not jeopardize the health of other employees.

K. The Township will pay one-half (1/2) of accrued sick days upon separation of employment in good-standing with a maximum payment of sixty (60) days pay except as spelled out below with respect to retirement. No payment will be made if the employee is terminated by the Township. For employees leaving in good-standing, sick days are pro-rated for that year since sick days accrue on a current year basis.

Upon the death of an employee, payment as stated above shall be paid to the employee's spouse, dependents or estate. Upon retirement only, an employee shall be compensated for 50% of all sick leave accrued as a Township employee and as long as the employee has a minimum of fifteen (15) years of full-time employment with the Township.

SECTION 29 - JURY DUTY LEAVE:

A regular full-time employess only who loses time from his/her job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Township the difference between his/her daily pay rate up to a maximum of seven (7) hours and the daily jury fee subject to the following conditions:

1. The employee must notify his/her supervisor immediately upon receipt of summons for jury service.

2. This section does not apply where an employee voluntarily seeks jury service.

3. No reimbursement of wages will be made for jury service during holidays or vacations.

4. At the Township's request, adequate proof must be presented of time served on jury and the amount received for such service.

SECTION 30 - FUNERAL LEAVE:

A regular full-time employee may be excused from work with pay because of a death in his/her immediate family as defined below:

1. Maximum of three consecutive work days for death of spouse, children, parents, and legally adopted children.

2. Three consecutive work days, one of which shall be the day of the funeral, for grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law and sister-in-law.

SECTION 31 - LEAVE OF ABSENCE WITHOUT PAY:

Any employee desiring a leave of absence without pay from the Township shall secure written permission from the Township Manager with notice to the Union. The maximum leave of absence shall be for thirty (30) days and may be extended for up to a maximum of one (1) year. Permission for an extension must be secured from the Township Manager with notice to the Union.

During the period of absence, the employee shall not engage in any full-time or part-time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved and/or disciplinary action. Inability to work because of proven illness or injury shall not result in the loss of seniority rights.

The Township reserves the right to deny any request for a leave of absence without pay or any extension thereof. The employee shall be responsible for the continued payments of, and may make suitable arrangements with the Township, for the continuation of benefits,

SECTION 32 - UNION LEAVE:

A. Whenever practicable, meetings between representatives of the Township and the Union for the negotiation of terms of this Agreement or the handling of grievances as prescribed herein shall be scheduled during non-working time of affected employees. When it is necessary to schedule such meetings during the regular working time, approval by the Township Manager will be required. Unit employees whose attendance is required shall be paid at regular straight time rates. In the event such meetings are conducted during non-working hours, the unit employees shall not be compensated in any manner whatsoever for time spent at such meetings.

B. Employees elected to full-time positions with the Union shall be granted leave without pay for a period not to exceed one (1) year, provided that the employee has at least one (1) year of service in the unit. No more than one (1) employee per unit may be granted such leave at any time. Leave shall be granted in writing. The Township will not pay for benefits during leave without pay.

C. Leave of absence without pay to attend and serve as delegates to Union conventions may be granted in writing to not more than two (2) unit employees during a calendar

year, with the extent of leave limited to one (1) week per delegate. Application for leave shall be made in writing not less than two (2) weeks in advance. The Township shall not underwrite any costs (direct or indirect) for participation in, or attendance at, such conventions.

D. Failure of an employee to return to work promptly upon the expiration of authorized leave shall be considered a resignation.

SECTION 33 - UNAUTHORIZED LEAVE:

The absence of an employee from duty for a single day or part of a day, except as provided by the terms of this Agreement, that is not authorized by a specific grant of vacation, holiday or leave under these provisions shall be deemed to be absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. Any employee who is absent for three (3) consecutive working days without notice shall be deemed to have resigned.

ARTICLE VIII
WORKING CONDITIONS

SECTION 34 - SAFETY:

Under no circumstances will an employee be required or assigned to participate in any work activity involving unsafe or hazardous conditions of work, danger to person or property, or in violation of a government regulation relating to safety of person or equipment.

SECTION 35 - REPORTING UNSAFE CONDITIONS:

Employees shall immediately report, in writing, to their immediate supervisor all conditions which they feel are unsafe. Where an employee gives a written report of working conditions, vehicle or equipment being unsafe and receives no consideration from the Township, he/she shall take the matter up with the Union.

No employee shall be required to pay for loss or damage unless it shall first be proven that such loss or damage was caused entirely by the employee's gross negligence or improper act.

Employees may be required to pay for loss or damage to Township equipment if there is clear evidence or willful intent on the part of the employee.

All matters arising under this paragraph shall be subject to the grievance procedure provided in this Agreement.

SECTION 36 - REPORTING ACCIDENTS:

Any employee involved in an accident shall immediately report said accident and any physical injuries sustained to his/her supervisor. When required by the Township, the employee shall within twenty-four (24) hours, make out an accident report, on Township form, on forms furnished by the Township and shall list all available names and addresses of witnesses to the accident.

SECTION 37 - SANITARY CONDITIONS:

The Township shall maintain sanitary conditions for the employee.

ARTICLE IX

SENIORITY

SECTION 38 - DEFINITION OF SENIORITY:

A. Seniority is defined to mean the employee's accumulated length of continuous service with the Township computed from the least date of hire on a department-by-department basis. For purposes of determining seniority, an employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bone fide illness or injury certified by a physician. Seniority shall be lost and employment terminated if any of the following occur:

1. Discharge with cause;
2. Resignation;
3. Failure to return promptly upon expiration of authorized leave;
4. Absence for three (3) consecutive working days without leave or notice; and
5. Engaging in any other employment during a period of leave.

B. If the Township establishes different starting times for employees in the same job classification in the same department, the senior employee shall have the choice. For example, where the Township schedules one employee to commence work at 7:00 a.m., another at 8:00 a.m., and third at 9:00 a.m., the senior employee in the job classification in the department shall have the choice of deciding which of the three (3) he/she prefers. The qualified senior employee in the same job classification shall have the choice to continue on the starting time until such starting time is discontinued or until a change is mutually agreeable to the Township and the Union. Nothing contained in this section shall permit the Township to discriminate against a senior employee.

SECTION 11 - SENIORITY RANKING AND POSTING:

Once each year, during the month of January, the Township shall compile, submit to the Union in writing, and then post in a conspicuous place, a Seniority List from the regular payroll records. Any employees covered by this Agreement hired after said posting shall have their names added to the list in the order of date of hire and the Union shall be notified of such addition. Any controversy over the seniority standing of any employee on the Seniority List shall be submitted as a grievance within ten (10) days after the posting, after which the list shall become binding. After an employee has worked for the Township for at least six (6) months, the employee shall gain seniority status and his/her seniority date on the Seniority List shall revert to the first day of his/her six month qualification period.

ARTICLE X
GRIEVANCE PROCEDURE

SECTION 40 - PURPOSE:

The purpose of this procedure is to secure, at the lowest possible level, an equitable and peaceful solution to any problems which arise affecting the terms and conditions of this Agreement.

SECTION 41 - DEFINITIONS:

The term "grievance", as used herein, means any controversy arising over the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employees covered under this Agreement and may be raised by an individual, the Union at the request and on behalf of an individual or group of individuals.

SECTION 42 - PROCEDURE:

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement except that nothing herein shall limit or infringe the right of any employee having a grievance to discuss the matter informally with the appropriate supervisor and having the grievance adjusted without the intervention of the Union.

The following steps shall be followed unless any step is waived, in writing, by mutual consent of the parties:

Step 1. - The aggrieved party shall institute action by filing a written statement to his/her immediate supervisor. This shall be done no later than five (5) working days after the event giving rise to grievance. An earnest effort shall be made to settle the differences between the aggrieved party and the immediate supervisor for the purpose of resolving the matter informally. The resolution or non-resolution of differences shall be in writing by the immediate supervisor of the aggrieved party.

Step 2. -If the grievance is not settled at the first step within seven (7) working days and such grievance concerns the interpretation, application or alleged violation of this Agreement only, the aggrieved party may make written request to the Department Head for a second step meeting within five (5) working days after the answer is received from the aggrieved party's immediate supervisor as required in the first step. The Department Head shall set a meeting within ten (10) working days after the written request for such a second step meeting. Said second step shall be between the Department Head, the aggrieved party and a representative of the Union, if such representative is requested to be present by the aggrieved party. The answer, in writing by the Department Head, shall be given to the aggrieved party and a copy of the same shall be forwarded to the Union within ten (10) working days after the meeting. Such copy sent to the Union can only be sent in the event that a representative of the same was present at the second step meeting, pursuant to the request of the aggrieved party.

STEP 3. - If the aggrieved party is not satisfied with the handling or the results of the grievance procedure at the second step, he may within five (5) working days notify, in writing, the Township Manager that he wishes to have the said Township Manager rule on the grievance in question. A meeting shall be established within twenty (20) calendar days after the Township Manager or his designee has received the request that the Township Manager rule on the matter. At such meeting, the aggrieved may appear with a representative of the Union present by the aggrieved party. The Township Manager's (or his designee's) response to the grievance in the third step shall be delivered to the aggrieved party with a copy to the Union within ten (10) working days after

the meeting. The representative of the Union shall only receive a copy of the response in the event that such representative was requested to be present in the third step meeting by the aggrieved party.

Any extension of time requirements contained in this Grievance Procedure may only be granted by mutual consent of all parties.

ARTICLE XI

DISCIPLINE, SUSPENSION, DISCHARGE AND LAYOFF

SECTION 41 - DISCIPLINE, SUSPENSION AND DISCHARGE:

No employee may be dismissed or suspended without just cause. In the event it is decided, as provided in the grievance procedure set forth below, that suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay. If the decision directs reinstatement with pay, the Township shall not receive any credits for wages or compensation earned by the employee while he/she was out of the Township's employ.

Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be promptly heard.

Except in the case of immediate dismissal from the causes set forth below, no employee may be dismissed for his/her first offense, but shall receive at least one (1) written warning. The parties agree that causes for dismissal without first discussing the matter with the business agent shall be as follows:

1. Calling or participating in any unauthorized strike, work stoppage or slowdown;
2. Drunkenness proven during working hours or being under the influence of alcohol during working hours, (if any employee refuses to take a properly administered breathalyzer examination, he shall be subject to suspension or termination. No personnel shall consume alcoholic beverages during working hours);
3. Theft or dishonesty;
4. Assault on Township employees or a Township representative;
5. Carrying an unauthorized passenger in Township vehicles;

6. Possession or use of non-prescription legend or narcotic drugs while on the job; and

7. Any violation of the provisions of the Code of the Township of Evesham or the Revised Statutes of the State of New Jersey.

In each instance, the Township shall promptly notify the Union of the action taken in writing. The parties agree that a dismissal or suspension shall not be subject to the grievance procedure or arbitration as provided in this Agreement unless the Union shall have notified the Township, in writing, of an intention to do so within two (2) weeks of dismissal or suspension.

Upon the employee's discharge, the Township shall pay to the employee all monies with respect to wages due for the time actually worked. The Township shall pay all monies due the employee on the payday of the Township in the week following such action. The Township shall not pay accrued vacation, personal days or sick leave to the discharged employee.

SECTION 44 - PROCEDURE FOR DISCIPLINE AND DISCHARGE:

In the event the Township seeks to take disciplinary action against an employee, that employee will be notified in writing of the charge and the proposed penalty.

A. If the proposed penalty is a discharge or a suspension lasting more than five (5) days and no satisfactory agreement is reached within two (2) working days between the employee, the Steward and the Township Official who filed the charge, a hearing shall be held with the Township Manager acting as hearing examiner unless the Township Manager has a conflict of interest, in which case he shall appoint a neutral person to act as hearing examiner.

The initial hearing shall be solely for the purpose of determining guilt or innocence. If the initial hearing

results in a determination that the employee is guilty, a second hearing shall be held before the same hearing examiner to determine the extent of the penalty, which may not be greater than that which was proposed in the initial notice of disciplinary action.

The decision of the hearing examiner shall not be subject to arbitration but may be appealed to any court of competent jurisdiction.

B. If the proposed penalty is a suspension of five (5) days or less and no satisfactory agreement is reached within two (2) working days between the employee, the Steward and the Township Official who filed the charge, a hearing shall be held with the Township Manager acting as hearing examiner unless the Township Manager has a conflict of interest in which case he shall appoint a neutral person to act as hearing examiner.

If the Union acts for the employee and is dissatisfied with the decision of the examiner and the Union may, within five (5) days after receiving the decision of the hearing examiner, request the American Arbitration Association or the New Jersey State Mediation Service to submit a list of arbitrators from which the parties may select an arbitrator.

The arbitrator shall be limited to the determination of whether the disciplinary action was imposed for just cause and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor to establish or change any wage rate. The decision of the arbitrator shall be final and binding upon both parties. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.

Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last answer.

SECTION 45 - LAYOFF AND RECALL:

Should it become necessary to layoff employees because of lack of work, the Township shall resort to strict seniority, by job title or classification within the Department, which means the last employee hired shall be the first employee laid off by job title or classification within the Department.

When the Township recalls the employee, it shall be done in the reverse order in the manner they were laid off, which means the last employee laid off shall be the first employee to be recalled by job title or classification within the Department.

The Township agrees to give at least one (1) week's notice, whenever making permanent layoffs, to the Union, the Shop Steward and the effected employees. Notice must be given in writing. Where such required notice is not given and the circumstances are not beyond the Township's control, the Township shall pay the employee one (1) week's wages in lieu thereof.

The Township when recalling laid off employees shall send a telegram or registered letter to the employee's last known address (as indicated on the employee's record) and the employee shall have five (5) days to respond to such recall notice. After the employee has notified the Township that he/she will return to work, the employer shall have one (1) week to adjust any personal matters. If the employee fails to report within the one (1) week period he shall be terminated. If he is then rehired, he shall be considered a new employee without any former seniority.

ARTICLE XII

JOB ADVANCEMENT AND HIRING

SECTION 46 - HIRING EMPLOYEES:

The Township shall notify the Union when any new employees are to be hired. The Union shall have the right to send applicants for the available positions and the Township agrees to interview such applicants provided the applicants meet the minimum requirements for the job. The Township agrees to give the same consideration to Union sent applications as is given to applicants from other sources. This provision shall not be deemed to require the Township to hire Union applicants or to preclude the Township from hiring employees from other sources. During the probationary period of six (6) months, the employee may be discharged with or without cause without recourse. In the event of discharge within the probationary period, the Township shall notify the Union in writing. Upon successful completion of the probationary period, the employee shall be placed on the regular Seniority List.

SECTION 47 - PART-TIME, TEMPORARY OR SEASONAL EMPLOYEES:

The Township may hire part-time, temporary or seasonal employees as it deems necessary. Part-time, temporary or seasonal employees shall be given an open and equal opportunity to compete for regular positions.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

SECTION 48 - BAN ON STRIKES:

It is recognized that the need for continued and uninterrupted operation of the Township is of paramount importance to the citizens of the community; therefore, all grievances shall be processed in an orderly fashion through the steps provided in this Agreement. There shall be no strikes, work stoppages, slowdowns, lock-outs or threats thereof during the term of this Agreement.

SECTION 49 - DISCRIMINATION PROHIBITED:

Neither the Township nor the Union shall discriminate against any employee for race, religion, marital status, nationality, sex, age or Union affiliation.

SECTION 50 - EMPLOYEE'S BAIL:

Employees, who in the proper exercise of their municipal duties, have not broken any of the rules and regulations of the Township, shall be provided bail upon request, provided that the offense with which the employee is charged results directly from the discharge by the employees of his/her official duties.

SECTION 51 - LIE DETECTOR TEST:

The Township shall not require an employee to take a polygraph or any other form of lie detector test.

ARTICLE XIV

EMBODIMENT AND SEVERABILITY

SECTION 52 - EMBODIMENT OF AGREEMENT:

The Township agrees that all conditions of employment relating to wages, hours of work, overtime differentials, benefits and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved where specific provisions for improvement are made elsewhere in this Agreement.

This document constitutes the sole and complete Agreement between the parties and embodies the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining.

Any prior commitment or Agreement between the Township and the Union or any individual employee covered by this Agreement is hereby superseded.

SECTION 53 - SEVERABILITY OF AGREEMENT:

If any portion of this Agreement should be declared invalid or contrary to law, such decision shall not affect the remaining portions of this Agreement which shall remain in full force and effect; and to this end, the provisions of this Agreement are hereby declared to be severable. In the event any portion of this Agreement is declared invalid the parties agree to begin renegotiations on the invalid portion within forty-five (45) days.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 15th day of October, 1996.

ATTEST:

TOWNSHIP OF EVESHAM:

Florence Ricci
Florence Ricci
Twp. Manager/Twp Clerk

Augustus Tamburro
Augustus Tamburro
Mayor

UNION:

John Jackson N-23-96
John Jackson, President
Teamsters Local No. 676

Vince Buondonno
Vince Buondonno, Vice-
President
Teamsters Local No. 676

Claire McLaverty
Claire McLaverty, Shop Steward